

4400

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KENYA HARRIS

Plaintiff,

v.

HOSPITAL OF THE  
UNIVERSITY OF PENNSYLVANIA

and

UNIVERSITY OF PENNSYLVANIA  
HEALTH SYSTEM

Defendants.

CIVIL ACTION COMPLAINT

No.

JURY TRIAL DEMANDED

FILED

FEB. 11 2019

KATE B. BROWN, Clerk  
By \_\_\_\_\_ Dep. Clerk

**COMPLAINT**

1. In this action, Plaintiff, Kenya Harris (hereinafter “Plaintiff” or “Ms. Harris”), by and through her counsel, having endured unlawful discrimination because of her breast cancer, including the termination of her employment and retaliation for requesting a minimal 27-day extension of her medical leave, seeks to recover compensatory and punitive damages pursuant to the Americans with Disabilities Act (“ADA”), 42 U.S.C. §12112 *et seq.* and the Pennsylvania Human Relations Act (“PHRA”), 43 P.S. §951 *et seq.* Additionally, Ms. Harris asserts a common law claim for intentional infliction of emotional distress.

**JURISDICTION AND VENUE**

2. This Court has federal question jurisdiction over the subject matter of Plaintiff’s claims under the ADA pursuant to 28 U.S.C. §1331.

3. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. §1367 because the state claims and federal claims are so interrelated that they form part of the same case or controversy under Article III of the United States Constitution.

4. This action is authorized by 42 U.S.C. §12117.

5. Venue is proper in the Eastern District of Pennsylvania under 28 U.S.C. §1391(b) and (c) since Plaintiff and Defendants reside in the Eastern District of Pennsylvania and since a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in the Eastern District of Pennsylvania.

### **PARTIES**

6. Plaintiff Kenya Harris is an adult female (DOB: 12/18/1970) residing in the Commonwealth of Pennsylvania. She is a single mother of two children. Ms. Harris was continuously employed by the Hospital of the University of Pennsylvania as an Anesthesia Technician from 2004 until she was terminated on April 19, 2018. Ms. Harris is a member of a protected class by virtue of her breast cancer diagnosis and treatment, which qualifies as a disability under the ADA, PHRA and applicable regulations.

7. Defendant, Hospital of the University of Pennsylvania ("HUP" or "Employer") is a medical hospital located at 3400 Spruce Street in Philadelphia, Pennsylvania. HUP is the former employer of Ms. Harris and is an employer as defined by the ADA and the PHRA. HUP employs approximately 6,000 people.

8. Defendant, the University of Pennsylvania Health System ("the Health System") is health care system that owns and operates multiple hospitals, medical facilities and a medical school, including HUP. The Health System's offices are located at 2929 Walnut Street, Suite 400 in Philadelphia, Pennsylvania. The Health System employs approximately 22,000 people.

9. At all relevant times hereto, Defendants acted by and through their duly authorized actual and/or apparent agents and employees, including but not limited to Shannon Camps, Braxton Bray, Jade Charokopos, Yomara Arroyo, as well as Ms. Harris' physicians and medical providers, acting within the course and scope of their actual and/or apparent agency and employment.

**FULFILLMENT OF TITLE VII AND PHRA PRECONDITIONS**

10. Plaintiff has fulfilled all conditions precedent to the institution of this action under Title VII and PHRA. Plaintiff dual-filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") and the Pennsylvania Human Relations Commission ("PHRA") on July 30, 2018.

11. The EEOC issued a Right to Sue letter to the Plaintiff on December 11, 2018, and this lawsuit is brought within ninety (90) days of the issuance of the Right to Sue letter.

**FACTUAL ASSERTIONS**

12. Ms. Harris was diagnosed with breast cancer (malignant neoplasm of the right breast) in July of 2017.

13. As a result of her breast cancer, Ms. Harris was required to undergo multiple surgeries, hospitalizations, chemotherapy, radiation and physical therapy, under the care of Oncologist Kevin R. Fox, M.D. ("Dr. Fox"), Surgeon Liza C. Wu, M.D. ("Dr. Wu") and Radiation Oncologist Gary M. Freedman, M.D. ("Dr. Freedman") at the Hospital of the University of Pennsylvania.

14. Due to her breast cancer and required treatment, Ms. Harris requested and was approved for medical leave by her employer pursuant to the Family and Medical Leave Act, from August 8, 2017 through November 1, 2017.

15. Ms. Harris underwent her first surgery (right breast partial mastectomy) on August 8, 2017 at HUP. She underwent a second surgery (right breast total mastectomy with reconstruction) on September 1, 2017 at HUP, where she was hospitalized through September 5, 2017.

16. Ms. Harris requested and was approved for extensions of her medical leave through April 15, 2018.

17. Ms. Harris' requests for leave were supported by her medical providers at HUP, including Dr. Fox, Dr. Wu and Dr. Freedman.

18. In support of Ms. Harris' request for leave, Dr. Fox completed a certification on December 27, 2017 detailing Ms. Harris' required medical treatment, which was provided to HUP. Dr. Fox stated that Ms. Harris would undergo chemotherapy, including administration of Adriamycin and Cytosan every two weeks for four cycles, followed by administration of Taxal every two weeks for four cycles. Following chemotherapy, Ms. Harris would undergo radiation daily for six weeks consecutively, at the direction of Dr. Freedman. Dr. Fox indicated that side effects of her cancer treatment may include "nausea, vomiting, fevers, low blood counts, risk of infection and severe fatigue" and that Ms. Harris was fully disabled due to her breast cancer treatment.

19. In support of Ms. Harris' request for leave, Dr. Freedman completed a certification on February 21, 2018, which was provided to HUP. Dr. Freedman, who was overseeing the administration of Ms. Harris' radiation therapy, anticipated that Ms. Harris would be cleared to return to work on April 16, 2018, with restrictions on "heavy lifting with right arm due to breast cancer and lymphedema" for three months. Dr. Freedman also indicated that Ms. Harris was referred to begin physical therapy.

20. On April 9, 2018, Ms. Harris submitted a request to HUP for *a mere 27-day extension of her medical leave*, through May 14, 2018, due to necessary treatment and recovery from her breast cancer.

21. Ms. Harris' request for extension of her leave was supported by Dr. Fox, who determined that she was not fully healed from her surgery and would be unable to return to work on April 15, 2018. Dr. Fox, who is also an employee of Defendant, ordered that Ms. Harris not return to work as of April 15, 2018 due to chronic pain and open wounds from her surgery, and certified that Ms. Harris would be released to return to work without restrictions on May 14, 2018.

22. On April 10, 2018, the Health System's Office of Disability Management sent Ms. Harris a letter confirming receipt of her request for an extension of her leave and Dr. Fox's supporting certification. The Health System's letter assured Ms. Harris that: "[i]f your condition meets the definition of a disability *we will engage in an interactive process with you to [sic] in accordance with the UPHS Employees with Disabilities Policy (2-06-18) to determine if there is a reasonable accommodation that can be provided without imposing an undue hardship.*" The letter further stated that: "Once we have complete supporting information for your accommodation request, your HR Generalist will review your requested accommodation(s) with your department manager, and other necessary management staff, *and engage in an informal, consultative process with you as necessary.*"

23. On April 18, 2018, Ms. Harris received a telephone call from Shannon Camps of the Human Relations department. During the phone call, Ms. Camps repeatedly asked Ms. Harris whether she intended to resign her employment, to which Ms. Harris replied that she did not. Sensing that Ms. Camps did not understand the reason why she was on leave, Ms. Harris

asked: “Shannon, do you know the reason why I’ve been absent from work all of this time?” to which Ms. Camps rudely replied: “That’s none of my concern or my business.” Ms. Camps stated that she would need to speak to Ms. Harris’ supervisor, Mr. Braxton Bray when he returned to work the next day. When Ms. Harris inquired as to why she would need to speak to Mr. Bray, Ms. Camps became irritated and rudely hung up the telephone on Ms. Harris.

24. At no time during their telephone call on April 18, 2018 did Ms. Camps tell Ms. Harris that her absence was creating an undue hardship on her department or that her job was in jeopardy.

25. Since their telephone call ended abruptly, Ms. Harris called back and left Ms. Camps a voicemail.

26. After leaving Ms. Camps a voicemail, Ms. Harris telephoned Jade Charokopos and Yomara Arroyo of the Department of Disability Management. Ms. Harris left a voicemail for Ms. Charokopos and Ms. Arroyo recounting her conversation with Ms. Camps and the unprofessionalism displayed by Ms. Camps on the telephone call.

27. On the following day, April 19, 2018 at approximately 12:30pm, Ms. Camps called Ms. Harris from her personal cell phone. Ms. Camps indicated that she was with Mr. Bray in her office and that the Department has decided to terminate her employment. Ms. Camps stated “You are completely terminated from Penn Medicine. Kenya the decision is final!” Ms. Camps stated that Ms. Harris’ absence has been an undue hardship on her department and so the decision was made to terminate her position “as of today.” Ms. Camps continued sarcastically: “And I’m being professional!” Ms. Camps indicated that a termination letter would be sent to Ms. Harris in the mail. When Ms. Harris asked how the decision could be made to terminate her



considering her health condition, Ms. Camps raised her voice, started talking over Ms. Harris and then rudely hung up the telephone on Ms. Harris (for the second time in two days).

28. On April 19, 2018, after her phone call with Ms. Camps, Ms. Harris left a voicemail message for Ms. Camps' supervisor (the "Supervisor"). The Supervisor returned Ms. Harris' call on April 20, 2018. Ms. Harris explained to the Supervisor what had transpired on her telephone calls with Ms. Camps. The Supervisor apologized for Ms. Camps' behavior and told Ms. Harris that she would speak to Ms. Camps about the situation as soon as possible. Ms. Harris never heard back from either Ms. Camps or her Supervisor.

29. Ms. Harris received a termination letter, dated April 19, 2018, from Mr. Bray with a carbon copy to Ms. Camps. The letter stated, in part:

We have considered your recent request for an extension for a leave as an accommodation for the period April 16<sup>th</sup> through May 13<sup>th</sup> 2018. Per the Employees with Disabilities policy, UPHS will reasonably accommodate a qualified individual with a disability, provided that the accommodation does not impose an undue hardship on the organization. Due to operational needs, it would pose an undue hardship for the Anesthesia Department. Based on the above, your request for an accommodation for the period April 16<sup>th</sup> through May 13<sup>th</sup> is being denied, and therefore your employment with UPHS is being terminated effective today, April 19, 2018.

30. By firing Ms. Harris due to her breast cancer and in retaliation for making a request for medical leave, not only was the HUP in violation of the law, but also in violation of its own policies. Specifically, pursuant to Section B of Defendants' Employees With Disabilities Policy, the Human Resources Officer is required to review the request for leave with Ms. Harris' department manager "and engage in an informal, consultative process with the employee as necessary." This did not happen. Upon receiving her request for a mere 27-day extension, the employer terminated her employment without any consultation with Ms. Harris.

31. Further pursuant to Section C of Defendants' Employees With Disabilities Policy, if the cost of funding Ms. Harris leave "is beyond the means of [the Anesthesia Department], then higher levels of the department's reporting line should share the cost." Even if Ms. Harris' own department could not bear the modest cost of accommodating her request for an additional 27-day leave, Defendants' own policy required that the costs be shared by other departments. This did not happen nor was there any consideration given to the sharing of costs among other departments.

32. As of her termination on April 19, 2018, Ms. Harris had been the longest-tenured anesthesia technician in the Anesthesia Department at HUP.

33. Never at any point, prior to Ms. Harris' termination on April 19, 2018, was Ms. Harris told, nor was there even a hint or suggestion, that extending her leave would result in an undue hardship on her employer.

34. Indeed, a modest 27-day extension of Ms. Harris leave to recover from her cancer treatment *did not* present an undue hardship on HUP.

35. Never at any point, prior to Ms. Harris' termination on April 19, 2018, was Ms. Harris told, nor was there even a hint or suggestion, that her request for an extension of her leave would result in losing her job.

36. The employer did not consider, or otherwise make any efforts to communicate with Ms. Harris, about whether there would be an alternative reasonable accommodation that would avoid an undue hardship.

37. The employer did not engage in any informal, consultative or interactive process with Ms. Harris as was required by the Employer's own policy with respect to employees with disabilities.



38. If Ms. Harris' leave had been granted, she would have healed from her surgery and cancer treatment and would have returned to work on May 14, 2018.

39. Instead of granting Ms. Harris' request for medical leave through May 14, 2018, the employer instead chose to terminate her and hire an outside candidate who started work on May 14, 2018, which notably, is *the same day that Ms. Harris would have returned to work had her request been granted.*

40. This hostile conduct by Defendants not only falls woefully short of its obligations under federal and state laws and regulations, as well as its own internal policies, but is especially outrageous and egregious given that this employer holds itself out to the public as a "leader in the field" of breast cancer treatment and therapies. Simply put, this employer proves itself to be unworthy of such esteem by its vile treatment of its own employee (and patient) in the midst of battling cancer.

41. The Defendants must be held to account for their illegal and discriminatory actions towards Ms. Harris, for the abandonment of its own employee recovering from the devastating physical and emotional effects of breast cancer, and the immense harm that it caused her.

### **COUNT I**

#### **VIOLATION OF THE AMERICANS WITH DISABILITIES ACT Kenya Harris v. All Defendants**

42. Plaintiff restates and realleges all previous paragraphs as though fully set forth herein.

43. The ADA prohibits discrimination against individuals on the basis of disability in regard to the terms, conditions and privileges of employment, including termination of employment.

44. The ADA requires employers to make reasonable accommodations, including medical leave, for employees with disabilities, unless such accommodation would impose an undue hardship on the operation of the employer's business.

45. At all times relevant hereto, Ms. Harris had a physical impairment that substantially limited one or more major life activity, and therefore qualified as an individual with a disability within the meaning of the ADA.

46. At all times relevant hereto, Defendants regarded Ms. Harris as an individual with a disability within the meaning of the ADA.

47. Defendants are employers subject to and obligated to comply with the requirements of the ADA.

48. Defendants terminated Ms. Harris' employment because of her disability.

49. Defendants have retaliated against Ms. Harris for requesting leave as a reasonable accommodation for her disability and exercising her rights under the Americans with Disabilities Act.

50. Defendants did not make reasonable accommodations for Ms. Harris' disability.

51. Ms. Harris' request for a mere 27-day extension of her leave did not impose an undue hardship on the Defendants' business.

52. Based upon the foregoing facts, Defendants have discriminated against Ms. Harris on the basis of disability and have deprived her of her rights in violation of the Americans with Disabilities Act.

53. The unlawful termination and retaliation by Defendants, including the deliberate and purposeful violation of its own employment policies, were intentional, outrageous, willful and were with malice or reckless indifference to Plaintiff's rights.

54. By reason of Defendants' unlawful discrimination, Plaintiff is entitled to all legal and equitable remedies available under the Americans with Disabilities Act.

WHEREFORE, Plaintiff Kenya Harris demands judgment in her favor and against Defendants Hospital of the University of Pennsylvania and the University of Pennsylvania Health System and requests an award of damages including, but not limited to compensatory damages, including any and all recoverable economic and noneconomic loss, punitive damages, reasonable attorneys' fees and costs, and other relief as permitted under the law and as this Court deems just and proper.

## **COUNT II**

### **VIOLATION OF THE PENNSYLVANIA HUMAN RELATIONS ACT Kenya Harris v. All Defendants**

55. Plaintiff restates and realleges all previous paragraphs as though fully set forth herein.

56. The PHRA prohibits discrimination against individuals on the basis of disability in regard to the terms, conditions and privileges of employment, including termination of employment.

57. The PHRA requires employers to make reasonable accommodations, including medical leave, for employees with disabilities, unless such accommodation would impose an undue hardship on the operation of the employer's business.

58. At all times relevant hereto, Ms. Harris had a physical impairment that substantially limited one or more major life activity, and therefore qualified as an individual with a disability within the meaning of the PHRA.

59. At all times relevant hereto, Defendants regarded Ms. Harris as an individual with a disability within the meaning of the PHRA.

60. Defendants are employers subject to and obligated to comply with the requirements of the PHRA.

61. Defendants terminated Ms. Harris' employment because of her disability.

62. Defendants have retaliated against Ms. Harris for requesting leave as a reasonable accommodation for her disability and exercising her rights under the Pennsylvania Human Relations Act.

63. Defendants did not make reasonable accommodations for Ms. Harris' disability.

64. Ms. Harris' request for a mere 27-day extension of her leave did not impose an undue hardship on the Defendants' business.

65. Based upon the foregoing facts, Defendants have discriminated against Ms. Harris on the basis of disability and have deprived her of her rights in violation of the Pennsylvania Human Relations Act.

66. The unlawful termination and retaliation by Defendants, including the deliberate and purposeful violation of its own employment policies, were intentional, outrageous, willful and were with malice or reckless indifference to Plaintiff's rights.

67. By reason of Defendants' unlawful discrimination, Plaintiff is entitled to all legal and equitable remedies available under the Pennsylvania Human Relations Act.

WHEREFORE, Plaintiff Kenya Harris demands judgment in her favor and against Defendants Hospital of the University of Pennsylvania and the University of Pennsylvania Health System and requests an award of damages including, but not limited to compensatory damages, including any and all recoverable economic and noneconomic loss, punitive damages, reasonable attorneys' fees and costs, and other relief as permitted under the law and as this Court deems just and proper.

**COUNT III**

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

**Kenya Harris v. All Defendants**

68. Plaintiff restates and realleges all previous paragraphs as though fully set forth herein.

69. Defendants acted recklessly or intentionally by discriminating against Ms. Harris and terminating her employment because she had breast cancer.

70. Defendants' conduct was extreme and outrageous, especially considering that the Hospital of the University of Pennsylvania holds itself out to the public as a world-class medical institution and as a "leader in the field" of breast cancer treatment and therapies.

71. Defendants terminated Ms. Harris' employment in response to Ms. Harris' request for a mere 27-day extension of her medical leave due to necessary treatment of her breast cancer, a request which was supported by Ms. Harris' treating medical oncologist, Dr. Fox, who is also an employee of Defendants.

72. By firing Ms. Harris due to her breast cancer and in retaliation for making a request for medical leave, Defendants violated their own policies with respect to the treatment of employees with disabilities.

73. As a direct and proximate result of the extreme and outrageous conduct of Defendants as set forth above, Kenya Harris has suffered severe emotional distress.

74. The extreme and outrageous conduct of Defendants, as set forth above, which was committed with a reckless indifference to the rights of Kenya Harris, warrant the imposition of punitive damages.

WHEREFORE, Plaintiff Kenya Harris demands judgment in her favor and against Defendants and requests an award of damages including, but not limited to compensatory

damages, punitive damages, reasonable attorneys' fees and costs, and other relief as this court deems appropriate.

**JURY DEMAND**

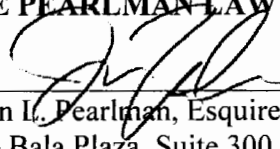
The Plaintiff demands a trial by jury of eight on all issues triable by a jury.

**CERTIFICATION**

I hereby certify that Plaintiff has not brought a similar or related lawsuit encompassing the claims brought in this matter.

Respectfully Submitted,

**THE PEARLMAN LAW FIRM, PLLC**

By:   
Jason L. Pearlman, Esquire (Pa ID #93879)  
Two Bala Plaza, Suite 300  
Bala Cynwyd, PA 19004  
610-660-7793  
[jpearlman@pearlmanlawfirm.com](mailto:jpearlman@pearlmanlawfirm.com)

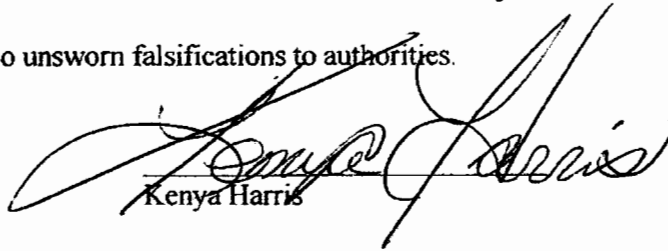
DATED: February 11, 2019

*Attorney for Kenya Harris*



**VERIFICATION**

I, Kenya Harris, do hereby certify that I am the Plaintiff in the within action, and that the facts contained in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I do further understand that these statements are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

  
Kenya Harris

Dated:

2/7/2019

JS 44 (Rev. 06/17)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS Kenya Harris

DEFENDANTS University of Pennsylvania Health System, HUP

(b) County of Residence of First Listed Plaintiff Philadelphia  
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Philadelphia  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Jason L. Pearlman, Esquire  
Pearlman Law Firm, PLLC  
Two Bala Plaza, Suite 300, Bala Cynwyd, PA 19004

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input checked="" type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

## V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation - Transfer    ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Americans with Disabilities Act

Brief description of cause:

Discrimination

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

FEB 11 2019

DATE

02/11/2019

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

19

083

**DESIGNATION FORM**

*(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)*

Address of Plaintiff: Upper Darby, PA  
 Address of Defendant: Philadelphia, PA  
 Place of Accident, Incident or Transaction: Philadelphia, PA

**RELATED CASE, IF ANY:**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 2/11/2019 [Signature] PA 43879  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Patent
- ☐ 6. Labor-Management Relations
- ☒ 7. Civil Rights
- ☐ 8. Habeas Corpus
- ☐ 9. Securities Act(s) Cases
- ☐ 10. Social Security Review Cases
- ☐ 11. All other Federal Question Cases

(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. Products Liability – Asbestos
- ☐ 9. All other Diversity Cases

(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

*(The effect of this certification is to remove the case from eligibility for arbitration.)*

Jason L. Pearlman, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

DATE: 2/11/2019 [Signature] PA 43879  
 Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Harris  
v.  
Hospital of the University  
of Pennsylvania, et al.

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

2/11/2019  
Date

Jason L. Pearlman  
Attorney-at-law

Kenya Harris  
Attorney for

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Telephone

FAX Number

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E-Mail Address